

Just Film, Inc., et al. v. Merchant Services, Inc., et al.
Class Action Settlement Claim Form
INSTRUCTIONS

As set forth in the Amended Settlement Agreement, there has been a settlement involving certain parties in a lawsuit entitled *Just Film, Inc., et al. v. Merchant Services, Inc., et al.*, Case No. CV 10-01993 CW.

If you wish to participate in the settlement and make a claim, you must complete and return this Claim Form. All information will be kept private, will not be disclosed to anyone other than the Court, the Claim Administrator, and the settling parties in this case, and will be used solely to administer the settlement.

YOUR COMPLETED CLAIM FORM MUST BE RECEIVED (NOT POSTMARKED) BY [DATE]. YOU MAY SEND THE FORM BY FIRST-CLASS MAIL, OR THE EQUIVALENT, TO THE FOLLOWING ADDRESS, OR YOU MAY SUBMIT THE FORM THROUGH THIS WEBSITE. (If you wish to have acknowledgement of receipt of your mailed form, you must send the form by certified mail, or the equivalent.):

Claim Administrator
c/o Kurtzman Carson Consultants, LLC
[address]

If you move, please send your new address to the Claim Administrator at the address listed above. If you provide incomplete, incorrect, or inaccurate information, your claim may be denied.

Returning this Claim Form does not ensure that you will receive a payment. You will receive a payment *only* if (1) the settlement receives final approval from the Court, and (2) Settling Defendants do not produce evidence that shows that you are not a settlement class member. In that case, you will receive a check for \$350.00.** Checks will be sent via first-class mail after the Effective Date. Checks will be valid only for 180 days after issuance. Please save a copy of this completed form for your records.

Only settlement class members or their legal representatives may submit a Claim Form. Any executor, administrator, guardian, conservator, or trustee who submits a Claim Form on behalf of a settlement class member or his/her estate must (1) sign the Claim Form on the settlement class member's behalf; (2) indicate his or her title as representative (*e.g.*, executor, trustee); and (3) submit proof of his or her authority to act on the settlement class member's behalf.

For purposes of this claim form, "Settling Defendants" means Merchant Services, Inc.; National Payment Processing, Inc.; Universal Merchant Services, LLC; Universal Card, Inc.; Jason Moore; Nathan Jurczyk; Robert Parisi; Eric Madura; Alicyn Roy; and Fiona Walshe. "Northern Leasing Parties" means Northern Leasing Systems, Inc.; MBF Leasing LLC; Northern Funding LLC; Golden Eagle Leasing LLC; Lease Source –LSI, LLC; Lease Finance Group, LLC; Jay Cohen; Leonard Mezei; Sara Krieger; Brian Fitzgerald; Sam Buono; MBF Merchant Capital, LLC; Joseph I.

**This amount will be reduced by any cash or cash-equivalent reimbursement that the Settling Defendants demonstrate that they previously paid to you as a result of any complaint about the price point and/or length of your equipment lease or processing agreement.

Sussman; Joseph I. Sussman, P.C.; SKS Associates, LLC; Pushpin Holdings, LLC; and Cucumber Holdings, LLC.

For further information, visit www.justfilmsettlement.com.

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Business Name: _____

Claimant ID (if available):* _____

First Name: _____ Last Name: _____

Position/Title: _____

Mailing Address: _____

City: _____ State: _____ Zip: Code _____

Email Address: _____ @ _____ . _____

I certify the following:

1. Between March 26, 2006 and March 20, 2013, our business entered into an agreement for bankcard processing services and an associated lease for bankcard processing equipment through one or more of the Settling Defendants.
2. Our business did not remain in a bankcard processing agreement through any of the Settling Defendants for more than sixty (60) days after the expiration of its initial processing agreement.
3. Our business did not continue to lease bankcard processing equipment through any of the Settling Defendants for more than sixty (60) days after the expiration of our initial equipment lease.
4. Our business was not aware of or did not agree to fees or terms applied in connection with the processing contract and/or equipment lease.
5. I understand and acknowledge that I am releasing and waiving certain claims, including but not limited to unknown claims and potential claims, against the Released Parties, as set forth in the Settlement Agreement, available at www.justfilmsettlement.com. I understand that I am *not* releasing any claims against the Northern Leasing Parties.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Signed: _____ Date: _____

[Submit]

[If printed]: Mail this claim form to: Claim Administrator, [address].

* If you received notice of the settlement by mail, this number appears on the front of the notice. It is not necessary; your claim will be processed even if you did not receive the mailed notice or no longer have it.